

FILED

Peter Chang

2377 Alamo Heights Drive Diamond Bar, California 91765

626-905-1555

pchang@protoprism.com

Plaintiff in Pro Per

2016 APR 12 AM 11:26

U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
LOS ANGELES

BY: 

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

CV 16 - 02503 PA(RAOx)

Case No: _____

PETER CHANG

Plaintiff in Pro Per

vs.

FIRST NATIONAL BANK OF OMAHA,

N.A.

Defendant

**VIOLATIONS OF THE
FAIR CREDIT REPORTING ACT**

DEMAND FOR JURY TRIAL

I. PRELIMINARY STATEMENT

1. This is an action for damages brought from violations of the Fair Credit Reporting Act (FCRA) 15 U.S.C. §1681 et seq.

II. JURISDICTION

2. This Court has jurisdiction under 15 U.S.C. §1681p.

1 **III. VENUE**

2 3. Venue is proper because the events occurred in this district.

3
4 **IV. PARTIES**

5 4. Plaintiff's name is **Peter Chang**.

6 Plaintiff resides at: **2377 Alamo Heights Drive Diamond Bar, California 91765**

7
8 5. Defendant **FIRST NATIONAL BANK OF OMAHA, N.A.**

9 Located at: **1620 Dodge Street Omaha, Nebraska 68197.**

10
11 **V. STATEMENT OF FACTS**

12 6. The Defendant FIRST NATIONAL BANK OF OMAHA, N.A. located at 1620 Dodge
13 Street Omaha, Nebraska 68197 is a credit lender and as such governed under the law
14 by The Fair Credit Reporting Act 15 USC §1681, et seq. and also reports these
15 accounts to the national credit reporting agencies (i.e. Equifax, Experian, TransUnion).

16
17 7. The State of California abides by and adheres to these laws, specifically the Fair Credit
18 Reporting Act § 618 15 USC §1681p, et seq. Thus the jurisdiction of this honorable
19 court has been established.

20
21 8. The Plaintiff denies ever having any contractual agreement for credit, loans, or a
22 services relationship with the Defendant. Even if the Plaintiff did have such an
23 agreement, which the Plaintiff denies, the alleged account is not in question here. The
24 matters here are how the dispute was or were not verified; willful misconduct of the
25 Defendant in inserting erroneous and inaccurate information, refusal to remove that
26 information, and the failure of the Defendant to indicate the account is in dispute in the
27 Plaintiff's credit reports. All these acts violated the Plaintiff's civil rights as outlined
28 in The Fair Credit Reporting Act 15 USC §1681, et seq.

- 1 9. The Plaintiff most recently requested a copy of his Credit Report from Equifax,
2 Experian, and TransUnion on February 15, 2016. The Plaintiff was alerted to this
3 erroneous reporting through his credit monitoring service Equifax who also records
4 these transactions.
5
- 6 10. Upon inspection of the said report the Plaintiff observed that FIRST NATIONAL
7 BANK OF OMAHA, N.A. (hereinafter "FNBO") was listed on the Plaintiff's
8 Equifax and Experian credit reports, indicating a debt/account due to FNBO.
9
- 10 11. The Plaintiff has not now or ever had any business affiliation or relationship with
11 FNBO and has never applied for any type of mortgage, loan, credit card or insurance
12 with the Defendant.
13
- 14 12. The Plaintiff contacted the Defendant by U.S. Postal Service Certified Mail on
15 February 1, 2016 which the Defendant received on February 5, 2016 asking for proof
16 of this alleged account. The Plaintiff had contacted the Defendant by U.S. Postal
17 Service Certified Mail on several other occasions prior to this (all mailings confirmed
18 delivered at duly authorized mailing address), with the corresponding postmark and
19 delivery dates below:
20 **1. Sent:** Dec. 27, 2014 / **Received:** Dec. 30, 2014
21 **2. Sent:** Jan. 17, 2015 / **Received:** Jan. 22, 2015
22 **3. Sent:** Jan. 26, 2015 / **Received:** Jan. 30, 2015
23 **4. Sent:** Feb. 12, 2015 / **Received:** Feb. 17, 2015
24 **5. Sent:** Mar. 12, 2015 / **Received:** Mar. 16, 2015
25 **6. Sent:** May 9, 2015 / **Received:** May 12, 2015
26 **7. Sent:** June 5, 2015 / **Received:** June 9, 2015
27
28

13. The Defendant never responded to even one of the mailings above with proof of the alleged account. Even when notified by the 3 major credit reporting agencies, who also received copies of each dispute letter.
14. The Plaintiff had never received an answer from the Defendant and has attempted to have an explanation from the Defendant without any response for over one year. After not receiving any answer from the Defendant, the Plaintiff contacted the Defendant on February 26, 2016 with a final notice of Pending Lawsuit in an attempt to settle this situation amicably to try and get a response from the Defendant prior to filing this complaint. The Defendant received this letter on March 2, 2016 via U.S. Postal Service Certified Mail. The Defendant has never responded to the Plaintiff and continues its willful misconduct with total disregard to the Plaintiff's dispute.
15. The Plaintiff has tried every way possible to resolve these issues but has never received an answer from FNBO. Thus forcing the Plaintiff to seek Justice and for the court to intervene in this matter. The derogatory, erroneous, and inaccurately reported information still remains on the Plaintiff's Credit report to date. The Plaintiff has requested confirmation and disputed this alleged account with Equifax and Experian on several occasions, and they all have confirmed that they are reporting it correctly as advised by FNBO.
16. The Defendant must also accurately and consistently inform the major credit reporting agencies (i.e. Equifax, Experian, TransUnion) that the alleged account is in dispute, which the Defendant has not done. The Defendant has continued reporting erroneous and inaccurate information by updating the Plaintiff's credit report for more than one year even after being informed of a dispute by the Plaintiff several times, and asked for proof of any account, which the Defendant has not proved to-date.

17. Plaintiff has a negative Equifax credit score of 507, Experian credit score of 502, and TransUnion credit score of 466, as of this date. Plaintiff has lost and been denied credit at reasonable rates because of the willful noncompliance actions and erroneous and inaccurate reporting and/or inaction's of the Defendant. Plaintiff has suffered irreparable injury in the form of Defamation of character.

VI. CAUSES OF ACTION

FIRST CAUSE OF ACTION

VIOLATION OF THE FAIR CREDIT REPORTING ACT [15 U.S.C. § 1681s-2] WILLFUL NON-COMPLIANCE BY DEFENDANT FNBO

18. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

19. FNBO is a furnisher of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.

20. FNBO willfully violated the FCRA. Defendant's violations include, but are not limited to, the following:

21. FNBO willfully violated 15 U.S.C. § 1681s-2 (a)(8)(E)(i) by failing to conduct an investigation with respect to the disputed information after receiving disputes from the consumer several times, while continuing to report negatively in the consumer's credit report.

(See attached **Exhibit 1**, example of a dispute letter and affidavit sent repeatedly to FNBO.)

22. **WHEREFORE**, Plaintiff demands judgment in the amount of \$8,000 for each instance of dispute the Defendant failed to conduct an investigation on while willfully continuing to report negatively in the consumer's credit report, and punitive damages, attorney's fees and costs, pursuant to 15 U.S.C. §1681n (a).

SECOND CAUSE OF ACTION

**VIOLATION OF THE FAIR CREDIT REPORTING ACT [15 U.S.C. § 1681s-2]
WILLFUL NON-COMPLIANCE BY DEFENDANT FNBO**

23. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).
24. FNBO is a furnisher of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.
25. FNBO willfully violated the FCRA. Defendant's violations include, but are not limited to, the following:
26. FNBO willfully violated 15 U.S.C. § 1681s-2 (a)(8)(F)(ii) by inferring from its non-dispute and inaction to Plaintiff's dispute that it deemed the dispute frivolous, then failing to provide a notice of determination that the dispute is frivolous or irrelevant not later than 5 business days after making such determination.
27. **WHEREFORE**, Plaintiff demands judgment in the amount of \$8,000 for each instance the Defendant received the Plaintiff's dispute and failed to provide a notice to the Plaintiff of determination that the dispute is frivolous or irrelevant, and punitive damages, attorney's fees and costs, pursuant to 15 U.S.C. §1681n (a).

THIRD CAUSE OF ACTION

**VIOLATION OF THE FAIR CREDIT REPORTING ACT [15 U.S.C. § 1681s-2]
WILLFUL NON-COMPLIANCE BY DEFENDANT FNBO**

28. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).
29. FNBO is a furnisher of information within the meaning of the FCRA, 15 U.S.C. §1681s-2.
30. FNBO willfully violated the FCRA. Defendant's violations include, but are not limited to, the following:

1 31. FNBO willfully violated 15 U.S.C. § 1681s-2 (a)(7)(A)(i) by failing to provide a
2 notice of furnishing of negative information to Equifax and Experian, in writing, to
3 the customer.

4 32. **WHEREFORE**, Plaintiff demands judgment in the amount of \$2,000 for failing to
5 provide a notice of furnishing of negative information to Equifax and Experian, and
6 punitive damages, attorney's fees and costs, pursuant to 15 U.S.C. §1681n (a).
7

8 **FOURTH CAUSE OF ACTION**

9 **VIOLATION OF THE FAIR CREDIT REPORTING ACT [15 U.S.C. § 1681s-2]**
10 **WILLFUL NON-COMPLIANCE BY DEFENDANT FNBO**
11

12 33. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. §1681a(c).

13 34. FNBO is a furnisher of information within the meaning of the FCRA, 15 U.S.C.
14 §1681s-2.

15 35. FNBO willfully violated the FCRA. Defendant's violations include, but are not
16 limited to, the following:

17 36. After receiving a dispute several times from the consumer and not determining and
18 notifying the consumer that the dispute has been determined to be frivolous or
19 irrelevant, FNBO willfully violated 15 U.S.C. § 1681s-2 (a)(1)(A) by continuing to
20 furnish negative information relating to a consumer with reasonable cause to believe
21 that the information is inaccurate.

22 37. FNBO willfully violated 15 U.S.C. § 1681s-2 (a)(1)(B) by continuing to furnish
23 inaccurate information to Equifax and Experian after the person has been notified by
24 the consumer, at the address specified by the person for such notices, that specific
25 information is inaccurate.

26 38. FNBO willfully violated 15 U.S.C. § 1681s-2 (a)(2) by continuing to furnish
27 inconsistent and inaccurate information between Equifax and Experian for 7 months.
28

1 39. FNBO willfully violated 15 U.S.C. § 1681s-2 (a)(3) by continuing to furnish
2 negative information to Equifax and Experian without notice that such information
3 is disputed by the consumer.

4 (See attached **Exhibit 2**, excerpts from Plaintiff's Equifax and Experian credit report
5 with no notice of dispute, and inconsistent reporting across both agencies.)

6 40. **WHEREFORE**, Plaintiff demands judgment in the amount of \$33,000 for each
7 month the Defendant violated the act by updating the Plaintiff's credit reports with
8 inaccurate and erroneous information, and punitive damages, attorney's fees and
9 costs, pursuant to 15 U.S.C. §1681n (a).

10 - 13 months X (2) Major reporting agencies (Equifax, Experian) X \$1,000 = \$26,000

11 - 7 months inconsistent reporting across Equifax and Experian X \$1,000 = \$7,000

12 Total judgment = \$33,000

13
14 **VII. REQUEST FOR RELIEF**

15
16 **WHEREFORE** the Defendant has violated the Fair Credit Reporting Act, the Plaintiff
17 requests judgment in:

18
19 41. Defendant shall remove any derogatory information and inquiries from all three
20 major credit-reporting agencies Equifax, Experian and TransUnion and any other
21 known credit reporting agencies FNBO has used now or may use in the future.

22 42. Defendant provides a letter and or Universal Data Form indicating that they have
23 done this and sends the same to the Plaintiff.

24 43. Defendant be prohibited from selling or transferring the alleged account to any other
25 lender, collection agency, attorney or entity, and also barred now and in the future
26 from re-entering this information into the Plaintiff's credit reports. The Defendant
27 will also be prohibited from issuing a 1099C for this alleged debt.
28

1 44. Defendant cease and desist any further collection activities including legal actions if
2 applicable against the Plaintiff, and the Defendant may not sell or transfer the alleged
3 account to any other Collection Agency or Attorney or entity now or in the future.

4 45. For the amount of \$51,000.00 in statutory damages for all violations of the FCRA.

5 46. For the amount of \$209,800.00 for actual damages.

6 47. All costs of this action.

7 48. Punitive damages in the amount of \$150,000.00.
8
9
10
11

12 Dated: April 11, 2016

13
14
15 Sign: _____



16 Peter Chang, Plaintiff in Pro Per
17
18
19

20 **VIII. DEMAND FOR JURY TRIAL**

21 Plaintiff hereby requests a jury trial on all issues raised in this complaint.
22
23

24 Dated: April 11, 2016

25
26 Sign: _____



27 Peter Chang, Plaintiff in Pro Per
28

EXHIBIT 1

Example of a dispute letter and affidavit

sent repeatedly to

First National Bank of Omaha

From: Peter Chang

2377 Alamo Heights Dr Diamond Bar CA 91765

To: First National Bank of Omaha - 1620 Dodge St. SC-3105 Omaha NE 68197
6/5/15

Certified Mail No. 7014-2870-0001-8080-3306

RE: First National Bank of Omaha Account No. 4412 9701 7293 3408

NOTICE OF DISPUTE

Dear First National Bank of Omaha:

This is in response to your claim that payment for an alleged debt is past due. However, "Fraud vitiates the most solemn Contracts, documents and even judgments" [U.S. vs. Throckmorton, 98 US 61, at pg. 65]. Further, you did not answer any of the points in my letter, nor did you sign the affidavit. For these reasons, I am including them once again.

This Notice is to confirm that your claim is disputed under **15 USC § 1692 et seq. and California Civil Code Section 1689(b)(1)**. Please verify under oath that this claim is valid, free from any claims and defenses including but not limited to: any breach of agreement, failure of consideration or material alterations, and that the original lender provided value. Further, that the alleged account was transferred in good faith and by the consent of all parties involved.

After reasonable inquiry I have concluded that First National Bank of Omaha is in breach of the alleged agreement. The following facts support my position in this matter:

1. First National Bank of Omaha failed to disclose to the alleged consumer Peter Chang (hereinafter "consumer") that First National Bank of Omaha used consumer's note, capital, funds, money or money equivalent to fund a note, check or similar instrument that was used to fund the charges on the alleged account, whereby First National Bank of Omaha did not perform under the agreement and risked nothing of value.
2. First National Bank of Omaha has not used any of their own capital, funds, money or money equivalent to pay for any charges on the alleged account.
3. First National Bank of Omaha received "something-for-nothing" by using the consumer's note(s) to fund charges to the credit card account while retaining payments from consumer.
4. When accounts are 90 days or more overdue, First National Bank of Omaha receives a payoff of the amount due from insurance, whose premiums were unknowingly funded by the so-called "borrower".

I want to receive absolute assurance from First National Bank of Omaha that they did not breach the agreement. In order to settle this matter, please sign or have an authorized officer sign the enclosed affidavit, confirming that you have read the agreement, that you understand GAAP, the bookkeeping entries, accounts receivables and deposits, the banking laws, and the Federal Reserve bank's policies and procedures.

In addition please furnish me with the following information:

- 1) A complete statement of Damages, including each and every loss that First National Bank of Omaha incurred under the alleged agreement.
- 2) A front and back, true and correct copy of the alleged signed agreement (full & complete disclosure), and a detailed copy of the alleged account.
- 3) The name, address and telephone number of First National Bank of Omaha's CPA auditor.
- 4) A copy of your oath of office confirming you are not violating 15 USC §1692(e)3 and California Civil Code Section 1689(b)(1).

If you cannot verify this debt by the above listed means, then what right do you have, under FDCPA, to even send me a letter? Are you committing mail fraud?

All communications and omissions will be made part of and incorporated into any litigation arising from this matter. Failure to verify and validate the debt within thirty (30) days by signing the enclosed affidavit confirms that no further action will be taken and an absolute waiver of any right to collect the alleged debt.

You must contact me in writing and request an extension in the event that you need more than thirty (30) days to verify and validate the debt. Failure to do so confirms that the time limit is reasonable. This notice also constitutes Notice to Cease Telephonic Communications.

NOTICE

THIS IS NOT A REQUEST FOR CONFIRMATION THAT YOU HAVE A COPY OF AN AGREEMENT OR COPIES OF STATEMENTS. THIS IS A DEMAND FOR PROOF THAT YOU HAVE THE REQUISITE KNOWLEDGE OF THE FACTS, AND THAT THE ALLEGED CREDITOR PROVIDED ADEQUATE CONSIDERATION AND INCURRED A FINANCIAL LOSS UNDER THE FULL & COMPLETE ORIGINAL AGREEMENT.

Notice to the Principal is Notice to the Agent, and Notice to the Agent is Notice to the Principal.

Sincerely,

Signed without prejudice by


Peter Chang

Cc: Equifax, P.O. Box 740241 Atlanta, GA 30374;
Experian, P.O. Box 4500, Allen, TX 75013;
TransUnion, P.O. Box 2000 Chester, PA 19022

AFFIDAVIT: VERIFICATION OF DEBT

The undersigned affiant, being duly sworn, deposes and states:

1. That I have the requisite knowledge of the facts regarding "First National Bank of Omaha Account Number: 4412 9701 7293 3408" including the credit card agreement, account ledgers and bookkeeping entries;
2. That First National Bank of Omaha does not follow Generally Accepted Accounting Principles (GAAP) or the Federal Reserve Bank's policies and procedures, and did not create credits from the Cardholder's signed receipts, promises to pay, notes, or other instruments;
3. That First National Bank of Omaha used its own money, money equivalent, credit or capital, or that of other depositors, as adequate consideration to purchase the loan agreement and notes from the Cardholder;
4. That First National Bank of Omaha did not accept, receive or deposit any money, money equivalent, note, credit or capital from the Cardholder to fund a note, check or similar instrument that was used to finance/fund the charges on the alleged account;
5. That First National Bank of Omaha incurred financial losses and has been damaged in the amount of \$18,246.79, and is attempting to collect a bona fide debt arising from services provided and/or goods sold to the Cardholder;
6. When accounts are 90 days or more overdue, First National Bank of Omaha does not receive a payoff of the amount due from insurance, whose premiums were unknowingly funded by the so-called "borrower".
7. That all material facts and terms and conditions regarding the alleged account, have been disclosed to the Cardholder in the credit card agreement and promissory note;
8. That First National Bank of Omaha is the holder in due course of all notes and that the notes were taken for value, in good faith, and without any notice of claims or defenses, and that any transfer of the account was made with the full knowledge and consent of all the parties; and
9. That I have personal knowledge that the Credit Card agreement and promissory notes were not altered or forged in any way.

ATTESTATION

The facts stated above are true, correct and complete.

Signed by:

Print Name & Title

Subscribed and Sworn before me this _____
Day of _____, 2____.

The State of _____

County of _____

Signature & Seal of Notary

EXHIBIT 2

Excerpts from Plaintiff's Equifax and Experian
credit report with no notice of dispute,
and inconsistent reporting across both agencies

FNB OMAHA

Account Number:	51077XXXXXXXXXX	5107771XXXX	51077XXXXXXXXXX
Payment Responsibility:	Individual	Individual	Individual
Date Opened:	09/2007	09/2007	09/2007
Balance Date:	02/2016	02/2016	02/2016
Balance Amount:	\$18,519	\$18,519	\$18,519
Monthly Payment:	\$0		
High/Limit:	\$18,519	\$19,200	\$19,200
Account Status:	Collection	Collection	Late Over 120 Days
Past Due Amount:	\$18,519	\$18,519	\$18,519
Comments:	LAST REPORTED DELINQUENCIES: 06/2015=R5,05/2015=R5,04 /2015=R5 CREDIT CARD CHARGED OFF ACCOUNT	DISPUTE RESOLVED REPORTED BY GRANTOR	DISPUTE RESOLVED ACCOUNT DELINQUENT 180 DAYS PAST DUE DATE LAST REPORTED DELINQUENCIES: 07/2015=R9 CHARGE OFF LAST PAID: 11/2014

FNB OMAHA

1620 Dodge St
Omaha, NE-681970003
(800) 444-9375

Inconsistent reporting

24-Month Payment History

Equifax																							
* * * * *	* * * * *	* * * * *	* * * * *	* * * * *	* * * * *	* * * * *	* * * * *	120	120	120	90	60	30	*	*	*	*	*	*	*	*	*	*
Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb
16	15	15	15	15	15	15	15	5	15	15	15	15	14	14	14	14	14	14	14	14	14	14	14
TransUnion																							
No 24-Month Payment Data available for display.																							
Experian																							
CO	CO	CO	CO	CO	CO	CO	CO	CO	120	120	90	60	30	*	*	*	*	*	*	*	*	*	*
Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar	Feb	Jan	Dec	Nov	Oct	Sep	Aug	Jul	Jun	May	Apr	Mar
16	16	15	15	15	15	15	15	15	15	15	15	15	15	14	14	14	14	14	14	14	14	14	14

Seven-Year Payment History

	Equifax	TransUnion	Experian
30 Days Past Due:	0	0	1
60 Days Past Due:	0	0	1
90 Days Past Due:	0	0	4

FNB OMAHA

	Equifax	TransUnion	Experian
Account Type:		Revolving	
Account Number:		4841597XXXX	
Payment Responsibility:		Individual	
Date Opened:		09/2007	
Balance Date:		03/2012	
Balance Amount:		\$0	
Monthly Payment:			
High/Limit:		\$15,000	
Account Status:		As Agreed	
Past Due Amount:		\$0	
Comments:		LOST OR STOLEN CARD	



Prepared for: PETER CHANG
Date: March 25, 2016
Report number: 2292-0982-84

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Your accounts that may be considered negative (continued)

1ST NATIONAL BANK OF OMAHA	Date opened	Type	Credit limit or original amount	Recent balance	Responsibility
PO BOX 3412	Sep 2007	Credit card	\$19,200	\$18,519 as of Mar 2016	Individual
OMAHA NE 68103	First reported	Terms	High balance		Status
Phone number	Feb 2013	Not reported	\$18,519		Account charged off. \$18,519 written off. \$18,519 past due as of Mar 2016.
(800) 688-7070	Date of status	Monthly payment			This account is scheduled to continue on record until Oct 2021.
Partial account number	Jul 2015	Not reported			
5107718034					
Address identification number					
018025417					

Comment

Account previously in dispute - investigation complete, reported by data furnisher
This item remained unchanged from our processing of your dispute in Apr 2015.

No Dispute Notice

Payment history

2016	2015	2014	2013																																												
MAR	FEB	JAN	DEC	NOV	OCT	SEP	AUG	JUL	JUN	MAY	APR	MAR	FEB	JAN	DEC	NOV	OCT	SEP	AUG	JUL	JUN	MAY	APR	MAR	FEB																						
CO	CO	CO	CO	CO	CO	CO	CO	CO	180	150	120	90	60	30	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK	OK																						
Account history - If your creditor reported your account balances to us, we list them in this section as additional information about your account. Your balance history may also include your credit limit and high balance or the original loan amount for an installment loan. This section also includes the scheduled payment amounts, amounts actually paid and the dates those payments were made. ND: No Data.																																															
AB = Account balance (\$)														DPR = Date payment received														SPA = Scheduled payment amount (\$)										AAP = Actual amount paid (\$)									
Feb16	Jan16	Dec15	Nov15	Oct15	Sep15	Aug15	Jul15	Jun15	May15	Apr15	Mar15	Feb15	Jan15	Dec14	Nov14	Oct14	Sep14	Aug14	Jul14	Jun14	May14	Apr14	Mar14	Feb14	Jan14																						
18,519	18,519	18,519	18,519	18,519	18,519	18,519	18,519	18,519	18,519	18,519	18,519	18,519	18,519	18,246	14,770	14,338	14,573	14,530	14,600	14,860	14,802	14,963	15,130																								
Nov19	Nov19	Nov19	Nov19	Nov19	Nov19	Nov19	Nov19	Nov19	Nov19	Nov19	Nov19	Nov19	Nov19	Nov19	Nov19	Oct20	Sep22	Aug19	Jul21	Jun20	May19	Apr21	Mar19																								
ND	ND	ND	ND	ND	ND	ND	ND	ND	370	370	370	370	370	454	341	322	369	326	328	368	327	350	366																								
ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	ND	370	370	330	330	330	350	370	390																								
Between Dec 2014 and Feb 2016, your credit limit/high balance was \$19,200																																															
Between Mar 2014 and Nov 2014, your credit limit/high balance was \$15,000																																															

P. O. Box 105518
Atlanta, GA 30348

**EQUIFAX**

CREDIT FILE: February 18, 2016
Confirmation # 6047030414

Dear Peter C Chang:

Below are the results of your reinvestigation request and, as applicable, any revisions to your credit file. If you have additional questions regarding the reinvestigated items, please contact the source of that information directly. You may also contact Equifax regarding the specific information contained within this letter or report within the next 60 days by visiting us at www.investigate.equifax.com or by calling a Customer Representative at (888) 425-7961 from 9:00am to 5:00pm Monday-Friday in your time zone.

For an added convenience, use one of the below options to start an investigation or check the status of your dispute.

Please note, when you provide documents, including a letter, to Equifax as part of your dispute, the documents may be submitted to one or more companies whose information are the subject of your dispute.

Visit us at www.equifax.com/CreditReportAssistance or Call us at 866-349-5186.

Thank you for giving Equifax the opportunity to serve you.

The Results Of Our Reinvestigation

Credit Account Information

(For your security, the last 4 digits of account number(s) have been replaced by "X")
(This section includes open and closed accounts reported by credit grantors)

Account History	1 : 30-59 Days Past Due	5 : 150-179 Days Past Due	J : Voluntary Surrender
Status Code	2 : 60-89 Days Past Due	6 : 180 or More Days Past Due	K : Repossession
Descriptions	3 : 90-119 Days Past Due	G : Collection Account	L : Charge Off
	4 : 120-149 Days Past Due	H : Foreclosure	

>>> **We have researched the credit account. Account # - 51077718034* The results are:** We verified that this item belongs to you. We have verified that this item has been reported correctly. If you have additional questions about this item please contact: **FNB OMAHA, 1620 Dodge St, OMAHA NE 68197-0003 Phone: (800) 444-9375**

No Dispute Notice

[illegible]

Account History	01/2016	12/2015	11/2015	10/2015	09/2015	08/2015	07/2015	06/2015	05/2015	04/2015	03/2015	02/2015	01/2015	12/2014	11/2014	10/2014	09/2014	08/2014	07/2014	06/2014	05/2014	04/2014	03/2014	02/2014	01/2014	12/2013	11/2013	10/2013	09/2013	08/2013	07/2013	06/2013	05/2013	04/2013	03/2013	02/2013	01/2013	12/2012	11/2012	10/2012	09/2012	08/2012	07/2012	06/2012	05/2012	04/2012	03/2012	02/2012	01/2012	12/2011	11/2011	10/2011	09/2011	08/2011	07/2011	06/2011	05/2011	04/2011	03/2011	02/2011	01/2011	12/2010	11/2010	10/2010	09/2010	08/2010	07/2010	06/2010	05/2010	04/2010	03/2010	02/2010	01/2010	12/2009	11/2009	10/2009	09/2009	08/2009	07/2009	06/2009	05/2009	04/2009	03/2009	02/2009	01/2009	12/2008	11/2008	10/2008	09/2008	08/2008	07/2008	06/2008	05/2008	04/2008	03/2008	02/2008	01/2008	12/2007	11/2007	10/2007	09/2007	08/2007	07/2007	06/2007	05/2007	04/2007	03/2007	02/2007	01/2007	12/2006	11/2006	10/2006	09/2006	08/2006	07/2006	06/2006	05/2006	04/2006	03/2006	02/2006	01/2006	12/2005	11/2005	10/2005	09/2005	08/2005	07/2005	06/2005	05/2005	04/2005	03/2005	02/2005	01/2005	12/2004	11/2004	10/2004	09/2004	08/2004	07/2004	06/2004	05/2004	04/2004	03/2004	02/2004	01/2004	12/2003	11/2003	10/2003	09/2003	08/2003	07/2003	06/2003	05/2003	04/2003	03/2003	02/2003	01/2003	12/2002	11/2002	10/2002	09/2002	08/2002	07/2002	06/2002	05/2002	04/2002	03/2002	02/2002	01/2002	12/2001	11/2001	10/2001	09/2001	08/2001	07/2001	06/2001	05/2001	04/2001	03/2001	02/2001	01/2001	12/2000	11/2000	10/2000	09/2000	08/2000	07/2000	06/2000	05/2000	04/2000	03/2000	02/2000	01/2000	12/1999	11/1999	10/1999	09/1999	08/1999	07/1999	06/1999	05/1999	04/1999	03/1999	02/1999	01/1999	12/1998	11/1998	10/1998	09/1998	08/1998	07/1998	06/1998	05/1998	04/1998	03/1998	02/1998	01/1998	12/1997	11/1997	10/1997	09/1997	08/1997	07/1997	06/1997	05/1997	04/1997	03/1997	02/1997	01/1997	12/1996	11/1996	10/1996	09/1996	08/1996	07/1996	06/1996	05/1996	04/1996	03/1996	02/1996	01/1996	12/1995	11/1995	10/1995	09/1995	08/1995	07/1995	06/1995	05/1995	04/1995	03/1995	02/1995	01/1995	12/1994	11/1994	10/1994	09/1994	08/1994	07/1994	06/1994	05/1994	04/1994	03/1994	02/1994	01/1994	12/1993	11/1993	10/1993	09/1993	08/1993	07/1993	06/1993	05/1993	04/1993	03/1993	02/1993	01/1993	12/1992	11/1992	10/1992	09/1992	08/1992	07/1992	06/1992	05/1992	04/1992	03/1992	02/1992	01/1992	12/1991	11/1991	10/1991	09/1991	08/1991	07/1991	06/1991	05/1991	04/1991	03/1991	02/1991	01/1991	12/1990	11/1990	10/1990	09/1990	08/1990	07/1990	06/1990	05/1990	04/1990	03/1990	02/1990	01/1990	12/19
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UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

I. (a) PLAINTIFFS (Check box if you are representing yourself ☒)

PETER CHANG

DEFENDANTS (Check box if you are representing yourself ☐)

FIRST NATIONAL BANK OF OMAHA, NA

(b) County of Residence of First Listed Plaintiff Los Angeles

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant Douglas

(IN U.S. PLAINTIFF CASES ONLY)

(c) Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

2377 Alamo Heights Dr Diamond Bar CA 91765
626-905-1555

Attorneys (Firm Name, Address and Telephone Number) If you are representing yourself, provide the same information.

II. BASIS OF JURISDICTION (Place an X in one box only.)☐ 1. U.S. Government Plaintiff☒ 3. Federal Question (U.S. Government Not a Party)☐ 2. U.S. Government Defendant☐ 4. Diversity (Indicate Citizenship of Parties in Item III)**III. CITIZENSHIP OF PRINCIPAL PARTIES**-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

Citizen of This State

PTF ☐ 1DEF ☐ 1

Incorporated or Principal Place of Business in this State

PTF ☐ 4DEF ☐ 4

Citizen of Another State

☐ 2☐ 2

Incorporated and Principal Place of Business in Another State

☐ 5☐ 5

Citizen or Subject of a Foreign Country

☐ 3☐ 3

Foreign Nation

☐ 6☐ 6**IV. ORIGIN** (Place an X in one box only.)☒ 1. Original Proceeding☐ 2. Removed from State Court☐ 3. Remanded from Appellate Court☐ 4. Reinstated or Reopened☐ 5. Transferred from Another District (Specify)☐ 6. Multi-District Litigation**V. REQUESTED IN COMPLAINT: JURY DEMAND:** ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)**CLASS ACTION under F.R.Cv.P. 23:** ☐ Yes ☒ No☒ **MONEY DEMANDED IN COMPLAINT:** \$ 260,800**VI. CAUSE OF ACTION** (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Violation of the Fair Credit Reporting Act. Reporting erroneous and inaccurate information and defamation of character.

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 376 Qui Tam (31 USC 3729(a))	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 140 Negotiable Instrument	PERSONAL INJURY	PERSONAL PROPERTY	<input type="checkbox"/> 530 General	SOCIAL SECURITY
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth in Lending	Other:	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	FEDERAL TAX SUITS
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 891 Agricultural Acts	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input checked="" type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	
<input type="checkbox"/> 893 Environmental Matters	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	LABOR	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
<input type="checkbox"/> 950 Constitutionality of State Statutes			<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
			<input type="checkbox"/> 448 Education	<input type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

Case Number:

CV 16 - 02503

CV-71 (02/16)

CIVIL COVER SHEET

Page 1 of 3

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

QUESTION A: Was this case removed from state court? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question E, below, and continue from there.	STATE CASE WAS PENDING IN THE COUNTY OF: <input type="checkbox"/> Los Angeles, Ventura, Santa Barbara, or San Luis Obispo <input type="checkbox"/> Orange <input type="checkbox"/> Riverside or San Bernardino	INITIAL DIVISION IN CACD IS: Western Southern Eastern	
QUESTION B: Is the United States, or one of its agencies or employees, a PLAINTIFF in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question C. If "yes," answer Question B.1, at right.	B.1. Do 50% or more of the defendants who reside in the district reside in Orange Co? <i>check one of the boxes to the right</i> → B.2. Do 50% or more of the defendants who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →	YES. Your case will initially be assigned to the Southern Division. <input type="checkbox"/> Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question B.2. YES. Your case will initially be assigned to the Eastern Division. <input type="checkbox"/> Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. <input type="checkbox"/> Enter "Western" in response to Question E, below, and continue from there.	
QUESTION C: Is the United States, or one of its agencies or employees, a DEFENDANT in this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," skip to Question D. If "yes," answer Question C.1, at right.	C.1. Do 50% or more of the plaintiffs who reside in the district reside in Orange Co? <i>check one of the boxes to the right</i> → C.2. Do 50% or more of the plaintiffs who reside in the district reside in Riverside and/or San Bernardino Counties? (Consider the two counties together.) <i>check one of the boxes to the right</i> →	YES. Your case will initially be assigned to the Southern Division. <input type="checkbox"/> Enter "Southern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Continue to Question C.2. YES. Your case will initially be assigned to the Eastern Division. <input type="checkbox"/> Enter "Eastern" in response to Question E, below, and continue from there. <input type="checkbox"/> NO. Your case will initially be assigned to the Western Division. <input type="checkbox"/> Enter "Western" in response to Question E, below, and continue from there.	
QUESTION D: Location of plaintiffs and defendants?	A. Orange County	B. Riverside or San Bernardino County	C. Los Angeles, Ventura, Santa Barbara, or San Luis Obispo County
Indicate the location(s) in which 50% or more of <i>plaintiffs who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Indicate the location(s) in which 50% or more of <i>defendants who reside in this district</i> reside. (Check up to two boxes, or leave blank if none of these choices apply.)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
D.1. Is there at least one answer in Column A? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question E, below, and continue from there. If "no," go to question D2 to the right. →	D.2. Is there at least one answer in Column B? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "yes," your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question E, below. If "no," your case will be assigned to the WESTERN DIVISION. Enter "Western" in response to Question E, below. ↓		
QUESTION E: Initial Division? Enter the initial division determined by Question A, B, C, or D above: →	INITIAL DIVISION IN CACD Western		
QUESTION F: Northern Counties? Do 50% or more of plaintiffs or defendants in this district reside in Ventura, Santa Barbara, or San Luis Obispo counties? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

IX(a). IDENTICAL CASES: Has this action been previously filed in this court?

☒ NO☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Is this case related (as defined below) to any civil or criminal case(s) previously filed in this court?

☒ NO☐ YES

If yes, list case number(s): _____

Civil cases are related when they (check all that apply):

- ☐ A. Arise from the same or a closely related transaction, happening, or event;
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges.

Note: That cases may involve the same patent, trademark, or copyright is not, in itself, sufficient to deem cases related.

A civil forfeiture case and a criminal case are related when they (check all that apply):

- ☐ A. Arise from the same or a closely related transaction, happening, or event;
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. Involve one or more defendants from the criminal case in common and would entail substantial duplication of labor if heard by different judges.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT):



DATE: April 4, 2016

Notice to Counsel/Parties: The submission of this Civil Cover Sheet is required by Local Rule 3-1. This Form CV-71 and the information contained herein neither replaces nor supplements the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. For more detailed instructions, see separate instruction sheet (CV-071A).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))